

State of Connecticut Office of Health Care Access Letter of Intent/Waiver Form Form 2030

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	Saint Francis Hospital and Medical Center	
Doing Business As	Saint Francis Hospital and Medical Center	
Name of Parent Corporation	Saint Francis Hospital and Medical Center	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	114 Woodland Street Hartford, CT 06105-1299	
Applicant type (e.g., profit/non-profit)	Non-Profit	
Contact person, including title or position	Chris Hartley Senior Vice President Planning and Facilities Development	
Contact person's street mailing address	Saint Francis Hospital and Medical Center Planning Office	

	114 woodland Street Hartford, CT 06105- 1299	
Contact person's phone #, fax # and e-mail address	860-714-5573 phone 860-714-8093 fax Chartley@stfranciscare. org	

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title: **Acquisition of a Replacement CT Scanner**

b. Type of Proposal, please check all that apply:

☒ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

- | | | |
|--|---|--|
| <input type="checkbox"/> New (F, S, Fnc) | <input checked="" type="checkbox"/> Replacement | <input type="checkbox"/> Additional (F, S, Fnc) |
| <input type="checkbox"/> Expansion (F, S, Fnc) | <input type="checkbox"/> Relocation | <input type="checkbox"/> Service Termination |
| <input type="checkbox"/> Bed Addition | <input type="checkbox"/> Bed Reduction | <input type="checkbox"/> Change in Ownership/Control |

☒ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☐ Project expenditure/cost greater than \$ 1,000,000

☒ Equipment Acquisition greater than \$ 400,000

- | | | |
|---|---|--|
| <input type="checkbox"/> New | <input checked="" type="checkbox"/> Replacement | <input type="checkbox"/> Major Medical |
| <input checked="" type="checkbox"/> Imaging | <input type="checkbox"/> Linear Accelerator | |

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

c. Location of proposal (Town including street address):

114 Woodland Street, Hartford, CT 06105

- d. List all the municipalities this project is intended to serve: **Saint Francis Hospital and Medical Center's service area covering a 55 town area in North Central Connecticut. See the attached list of towns.**
- e. Estimated starting date for the project: **Fall 2006**
- f. Type of project: **20**

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed
N/A	N/A	N/A	N/A	N/A

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

- a. Estimated Total Capital Expenditure: **\$2,566,051**
- b. Please provide the following breakdown as appropriate:

Construction/Renovations	\$350,000
Medical Equipment (Purchase)	\$0
Imaging Equipment (Purchase)	\$1,981,701
Non-Medical Equipment (Purchase)	\$234,350
Sales Tax	\$0
Delivery & Installation	\$0
Total Capital Expenditure	\$2,566,051
Fair Market Value of Building lease	\$0
Total Capital Cost	\$2,566,051

Major Medical and/or Imaging equipment acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
CT Scanner	Siemens	Somatom Definition	1	\$1,981,701

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

See the Quotations attached.

c. Type of financing or funding source (more than one can be checked):

- ☒ Applicant's Equity ☐ Lease Financing ☐ Conventional Loan
☐ Charitable Contributions ☐ CHEFA Financing ☐ Grant Funding
☐ Funded Depreciation ☐ Other (specify): _____

SECTION IV. PROJECT DESCRIPTION

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

1. Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.

See the attached license.

2. What types of services are being proposed and what DPH licensure categories will be sought, if applicable?

See the attached summary.

3. Who is the current population served and who is the target population to be served?

See the attached summary.

4. Are there any similar existing service providers in the proposed geographic area?

See the attached summary.

5. What is the effect of this project on the health care delivery system in the State of Connecticut?

See the attached summary.

6. Who will be responsible for providing the service?

See the attached summary.

7. Who are the payers of this service?

See the attached summary.

If requesting a Waiver of a Certificate of Need, please complete Section V.

SECTION V. WAIVER OF CON FOR REPLACEMENT EQUIPMENT

I may be eligible for a waiver from the Certificate of Need process because of the following:
(Please check all that apply)

- ☐ This request is for Replacement Equipment.
- ☐ The original equipment was authorized by the Commission/OHCA in Docket Number
- ☐ The cost of the equipment is not to exceed \$2,000,000.
- ☐ The cost of the replacement equipment does not exceed the original cost increased by 10% per year.

Please complete the attached affidavit for Section V only.

Please refer to the completed affidavit.

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Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Hospice
3. Maternity
4. Med/ Surg.
5. Pediatrics
6. Rehabilitation Services
7. Transplantation Programs
8. Trauma Centers
9. Behavioral Health (Psychiatric and Substance Abuse Services)
10. Other Inpatient

Outpatient

11. Ambulatory Surgery Center
12. Birthing Centers
13. Oncology Services
14. Outpatient Rehabilitation Services
15. Paramedics Services
16. Primary Care Clinics
17. Urgent Care Units
18. Behavioral Health (Psychiatric and Substance Abuse Services)
19. MRI
20. CT Scanner
21. PET Scanner
22. Other Imaging Services
23. Lithotripsy
24. Mobile Services
25. Other Outpatient
26. Central Services Facility

Non-Clinical

27. Facility Development
28. Non-Medical Equipment
29. Land and Building Acquisitions
30. Organizational Structure (Mergers, Acquisitions, Affiliations, and Changes in Ownership)
31. Renovations
32. Other Non-Clinical

HOSPITAL AFFIDAVIT

Applicant: **Saint Francis Hospital and Medical Center**

Project Title: **Acquisition of a Replacement CT Scanner**

I, **Christopher Dadlez, President and Chief Executive Officer** of **Saint Francis Hospital and Medical Center** being duly sworn, depose and state that the (Hospital Name) information submitted in this Certificate of Need application is accurate and correct to the best of my knowledge. With respect to the financial impact related to this CON application, I hereby affirm that:

1. The proposal will have a capital expenditure in excess of \$15,000,000.

☐ Yes ☒ No

2. The combined total expenses for the proposal's first three years of operation will exceed one percent of the actual operating expenses of the Hospital for the most recently completed fiscal year as filed with the Office of Health Care Access.

☐ Yes ☒ No

Signature

Date

Subscribed and sworn to before me on

June 26, 2006

Martha E. Hartle

Notary Public/Commissioner of Superior Court

My commission expires: _____

MARTHA E. HARTLE
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2009

Summary

Saint Francis Hospital and Medical Center is a tertiary, general acute care hospital. Saint Francis operates a Level 2 Trauma Center, a Level III neonatology intensive care unit, a large open heart surgery program and a regional cancer center as well as many other important health services. Saint Francis treated over 32,000 inpatients, provided over 60,000 Emergency Department visits and delivered over 82,000 outpatient visits through its many clinic programs. As an affiliate of the University of Connecticut School of Medicine, Saint Francis Hospital and Medical Center also trains a large number of interns and residents as well as other allied health professionals. To meet these varied demands, Saint Francis must provide up to date, state of the art diagnostic equipment.

Saint Francis Hospital and Medical Center seeks to upgrade its diagnostic imaging capability in the area of CT assisted diagnoses. To do that Saint Francis Hospital and Medical Center seeks permission to replace one of its obsolete CT scanners. It is an 8 year old single slice Siemens Somatom Plus 40 CT Scanner located in the Radiology Department. This CT Scanner was purchased for \$318,950 which is below the CON threshold for diagnostic equipment. A new Siemens Dual Source 64x2 Multi-slice CT Scanner with 128 slice capability will replace the Somatom Plus 40 unit. This existing CT scanner no longer meets the clinical imaging needs of the institution. Therefore, replacement of this unit with state of the art sub-second multi slice scanning capability will allow increased exam throughput and efficient workflow for the CT scanning service at Saint Francis. In addition, the new CT scanner can deliver a wide range of advanced clinical applications as described below. Lastly, this existing machine requires costly maintenance due to frequent break downs as it has exceeded its expected manufacturer life cycle. Based on the age and obsolescence of the existing technology Saint Francis believes this replacement is necessary.

The new 128 slice CT scanner will be the Dual Source Siemens Definition. This machine is the first in the industry to utilize two source/detector systems that rotate in synchrony, simultaneously capturing imaging data in half the time required with conventional CT technology. The dual source slice scanner has advanced hardware and software components necessary to support the sophisticated tertiary clinical services at Saint Francis Hospital and Medical Center.

The Siemens Definition CT is a robust platform that will allow greater temporal and spatial resolution, and will acquire images quickly with reduced patient dose. The dual source detector system must travel only 90 degrees to acquire data resulting in doubling of temporal resolution. The improved temporal resolution (83 msec) leads the industry and is essential for exquisite noninvasive analysis of coronary arteries. The speed of the system and sophisticated software applications will enhance brain blood perfusion analysis. The system provides spatial resolution of less than .4 mm which is necessary to visualize the smallest anatomic structures and with industry leading temporal resolution will do so with the highest clarity. This advanced CT system is an essential component in cardiac and neuroscience services including, coronary artery disease, stroke, neurooncology as well as oncology, trauma, orthopedics, neurology, and pulmonary medicine to name a few.

Multi-slice CT technology has revolutionized CT imaging and has impacted the diagnosis of cardiac disease. Some patients may not be safely pre-medicated with beta blockers prior to coronary artery imaging. For example patients with asthma or patients who don't respond to

beta blockers. The exceptional temporal resolution of the Siemens Definition may also negate the need to beta block patients prior to examination ultimately creating a more efficient, safe environment. However, with the Definition fewer patients will be rejected prior to scanning and more patients will have diagnostic results.

The Dual Source Siemens Definition CT Scanner acquires digital images very rapidly, thus the radiation dose delivered to the patient is reduced. The Dual Source has the capability to perform dual energy imaging. This will allow for computer enhanced subtracted images of bone and blood vessels from a single scan, for differentiation and characterization of tissues and less degradation of images from artifact. This enhanced imagery can be obtained with the added benefit of decreased patient radiation dose, increased diagnostic information and greater throughput and efficiency. The greater spatial resolution of the new equipment will allow better characterization of all structures including the earliest or smallest coronary arterial lesions, early cancer or early stroke. Post processing tools will allow more information to be extracted from any exam, even after the patient has left the CT Suite. Additionally, being fully digital and DICOM compatible patient image/exam data will be fully integrated in the hospital PACS system.

Saint Francis will be providing CT services to the same population that it currently serves with this request. Hence, existing providers of CT Scan services will not be impacted by this request. The residents of Connecticut will benefit from this new technology as it is state of the art equipment. No new license is being sought. In addition, Saint Francis will continue to provide services to all patients regardless of their religion, gender, age, race, creed, or ability to pay.

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Saint Francis Hospital and Medical Center Service Area

Primary Service Area

West Hartford
Hartford
East Hartford
Bloomfield
Windsor
Windsor Locks
East Granby
Granby
Suffield
South Windsor
Simsbury
Canton
Avon
Farmington
East Windsor
Ellington
Somers
Stafford/Union
Enfield
Manchester/Bolton
Andover
Vernon
Tolland

Secondary Service Area

Rocky Hill
Wethersfield
Newington
New Britain
Plainville
Cromwell
Berlin
Southington
Glastonbury
Marlborough
Hebron
Bristol
Burlington
Harwinton
Thomaston
Plymouth
Wolcott
Middletown
Meriden
Middlefield
Portland
East Hampton
Colebrook
Hartland
New Hartford
Norfolk
Barkhamsted
Torrington
Winchester/Winsted

file:g:excel:SF service area

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0054

General Hospital

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Saint Francis Hospital and Medical Center of Hartford, CT, d/b/a Saint Francis Hospital and Medical Center is hereby licensed to maintain and operate a General Hospital.

Saint Francis Hospital and Medical Center is located at 114 Woodland Street and 500 Blue Hills Avenue, Hartford, CT 06105

The maximum number of beds shall not exceed at any time:

65 Bassinets

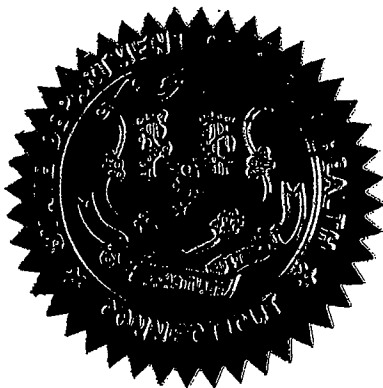
617 General Hospital beds

This license expires **December 31, 2007** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, January 1, 2006. RENEWAL.

License revised to reflect:

* Removed (1) Satellite effective 10/15/05



J Robert Galvin M.D., M.P.H.

J. Robert Galvin, M.D., M.P.H.,
Commissioner

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

ST FRANCIS HOSPITAL

114 WOODLAND STREET
HARTFORD, CT 06105

PROPOSAL REFERENCE
Proposal: 1-5M872W Date: 3/24/2006
Siemens' REPRESENTATIVE
Michael Yohe

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.

200 Wheeler Rd, 3rd Floor

Burlington, MA 01803

Phone: (781) 203-6000

Fax: (781) 203-6025

INQUIRIES REGARDING THIS
PROPOSAL SHOULD REFER TO
SYSTEM QUOTE # AND BE
DIRECTED TO THE LOCAL SALES
OFFICE

Siemens Medical Solutions USA, Inc., is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

This quotation is valid through March 30, 2006.

This quote is based upon standard delivery terms and conditions (e.g., standard work hours, first floor delivery, etc.), basic rigging, mechanical installation and calibration. Siemens Medical Solutions USA, Inc., Project Management shall perform a site-specific assessment to ascertain any variations that are out of scope and not covered by the standard terms (examples such as, but not limited to: larger crane, nonstandard work hours, removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees.

DELIVERY SUBJECT TO AVAILABILITY

FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.

WARRANTY: See specific product line attachment definitions.

THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.

TERMS OF PAYMENT: 10% Down, 80% Delivery, 20% Installation *(MLC)*

PURCHASING AGREEMENT: PREMIER GROUP BUY 2006

Siemens Medical Solutions USA, Inc.

SUBMITTED BY: _____ (signature)

NAME: Michael Yohe

TITLE: Siemens' REPRESENTATIVE

DATE: 3/24/2006

CUSTOMER'S ACCEPTANCE:

BY: *Manuel Vieira* (signature)

NAME: MANUEL VIEIRA

TITLE: DIRECTOR PURCHASING

DATE: 3-31-06

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PROPOSAL REFERENCE

Proposal: 1-5M872W Date: 3/24/2006

<u>System Quote #</u>	<u>System Quote Name</u>
1-5M8ITT	SOMATOM Definition
<u>Revision</u>	<u>Terms of Payment</u>
6	10% Down, 80% Delivery, 10% Installation
<u>FOB Destination</u>	

PREMIER GROUP BUY 2006 terms and conditions apply to system quote #1-5M8ITT.

RELEVANT Items for System Quote #1-5M8ITT

Qty	Part #	Description	Extended Net Price
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SOMATOM Definition

1	14403010	Definition
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The SOMATOM Definition is founded on two Siemens' proprietary UFC detector systems and two revolutionary STRATON X-ray sources. In combination with Siemens' z-Sharp Technology, CARE solutions as well as Siemens exclusive CT Clinical Engines options, SOMATOM Definition offers unprecedented image quality and detail at lowest patient exposure while ensuring substantially increased diagnostic speed and confidence. The two STRATON sources provide direct oil cooling of the anode, eliminating the need for heat storage capacity (0 MHU). The resulting small and compact design (120 mm diameter) enables an unprecedented cooling rate of 7.3 MHU/min as well as the reliable performance when operating two x-ray sources at the industry's fastest rotation time of 0.33 sec. In combination with the HeartView DSCT option SOMATOM Definition's heart rate independent temporal resolution of 83 ms allows to reliably scan high heart rates, e.g. in acute chest pain evaluation, in coronary visualization, and in functional analysis of the heart. Together with SOMATOM Definition's z-Sharp Technology that routinely enables the industry's highest isotropic and scan field position independent spatial resolution of below 0.4 mm voxel size, it visualizes the smallest anatomical structures with exceptional quality, whether the complex inner-ear bones, the finest details of the coronary tree or intracranial, pulmonary,

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

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mesenteric, renal and peripheral vessels. It also helps to perform accurate stenosis measurements or stent planning with outstanding precision. SOMATOM Definition's two UFC (Ultra Fast Ceramics) detectors offer the acquisition of up to 2x64 slices per rotation. In combination with a 78 cm large bore, 200 cm scan range, and the 160 kW generator power, it can scan most acute patients independent of size or condition, helping to save precious time from scan to diagnosis. The SOMATOM Definition offers the unique combination of industry's highest image detail and industry's highest sub-millimeter volume coverage of 87 mm/sec enabling whole body examinations within a few seconds. This reduces the breath-hold time significantly, at the same time leading to an improvement in image quality and patient comfort. And all this at the lowest possible dose, due to Siemens CARE solutions. Additionally, SOMATOM Definition offers the widest range of clinical applications options, which allows performing everything from fast and confident diagnoses to comprehensive reporting in only a matter of minutes, reviewing results before the patient is off the table. What's more, SOMATOM Definition's optional dual energy capabilities promote pioneering new clinical opportunities at the highest level.

1. Gantry:

Aperture: 78 cm; power supplied via low-voltage slip ring. Rotational speed of the gantry: 182 rpm with a rotation time of 0.33 sec. Scanning system: 2 x Adaptive Array Detector (AAD) systems based on UFC (ultra fast ceramics) with 40,960 elements (26,880 system A; 14,080 system B), 2 x 64 detector electronic channels (DAS) utilized for up to 2 x 64 slices/rotation acquisition, and 31,768 (21,504 system A; 11,264 system B) measuring channels (The measuring system can contain replacement components). Spiral acquisition modes: 64 x 0.6 mm, 20 x 0.6 mm, 12 x 0.6 mm, 24 x 1.2 mm. Sequence acquisition modes 30 x 0.6 mm, 10 x 0.6 mm, 6 x 0.6 mm, 24 x 1.2 mm, 10 x 1.2 mm, 2 x 1.2 mm. Three laser light markers: Horizontal, sagittal, and vertical laser light that shows the isocenter position of the scan plane.

2. Tube Assembly:

Source: 2 x STRATON high performance X-ray source. Tube current range: Single source 28-665 mA; Dual Source 28- 1330 mA (Available Q1/2007). Tube anode heat storage capacity 0 MHU. Cooling rate 7.3 MHU/min (5,400 kJ/min). Focal spot size according to IEC

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60336: 0.6 x 0.7 mm/7°, 0.8 x 0.9 mm/7°. Computer controlled monitoring of anode temperature, Multifan principle with flying focal spot.

3. High Power X-ray Generators:

Microprocessor-controlled, low-noise high-frequency generators with integrated, automatic self-testing system for continuous monitoring of operation. Settings: High-voltage range 80, 100, 120 and 140 kV; power max. 80 kW (160 kW available Q1/2007), adjustable in fine steps.

4. z-Sharp Technology:

The unique STRATON X-ray source utilizes an electron beam that is accurately and rapidly deflected, creating two precise focal spots alternating 4,608 times per second. This doubles the X-ray projections reaching each detector element. The two overlapping projections result in an oversampling in z-direction. The resulting measurements interleave half a detector slice width, doubling the scan information without a corresponding increase in dose. Siemens' proprietary UFC (Ultra Fast Ceramic) detectors and the corresponding 2 x 64-slice detector electronics enable a virtually simultaneous readout of two projections for each detector element – 2 x 2 x 32 slices for every viewing angle – resulting in a full 2 x 64-slice acquisition. z-Sharp Technology, utilizing the STRATON X-ray sources and the UFC detectors, provides scan speed independent visualization of below 0.4 mm isotropic voxels and a corresponding elimination of spiral artifacts in the daily clinical routine at any position within the scan field.

5. Patient Table:

Table: Motor-driven table height adjustment from min. 48 cm to max. 92 cm, longitudinal movement of the tabletop 200 cm in increments of 0.5 mm, positioning accuracy +/- 0.25 mm from any direction. Horizontal scan range 200 cm. Control elements on both sides on the front and rear panel of the gantry. Table height can be controlled alternatively by means of foot switch (2 each on both sides of the patient table). In the case of emergency stop or power failure, the tabletop can also be moved manually in horizontal direction. Max. table load: 220 kg/485 lbs, Table feed speed: 2–200 mm/s, Distance between gantry front and

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table base 40 cm.

Positioning aids: Positioning mattress, mattress protector, head-arm support (inclusive cushion), non-tiltable and tiltable head holders with positioning cushion set, patient restraining system for head fixation, restraining-strap set with body fixation strap that can be directly connected to the patient table top, headrest, table extension with positioning mattress, knee-leg support.

6. Control and Evaluation Unit:

Control box: CT control with patient intercom, user-recordable patient instruction system, 30 automatic patient instruction (API) text pairs are available in nine languages.

syngo Acquisition Workplace: The syngo Acquisition Workplace provides an intelligent and reliable workflow for data acquisition, image reconstruction and routine post-processing at the CT scanner. Built on the unique syngo platform, the syngo Acquisition Workplace is intuitive and user friendly. Computer system: High-performance computer with 2 x Xeon 3.6 GHz processor, NVIDIA Quadro FX 3400 DVI graphics card for fast 3D post-processing. High resolution, flicker free, 19-inch (48 cm) color flat panel display for medical diagnostic applications combining the demanding requirements of medical imaging with the advantages of liquid crystal displays. This display provides a resolution of 1280 x 1024 and has a wide viewing angle, features high contrast even under high ambient light conditions. Display light output stability is ensured by controlled backlight throughout the whole lifetime. Keyboard and mouse, 2 Gbyte RAM, 146 Gbyte image storage for 260,000 uncompressed images, CD-R 700 MB for 1,100 images. External USB 2.0 devices for data storage are supported (recommended: Iomega 160 Gbyte External Hard Drive Hi-Speed USB 2.0; Maxtor One Touch 160 Gbyte External Hard Drive).

7. CT Image Computer System:

Reconstruction computer for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains of a cluster of 2,2 GHz dual kernel high-performance processors performing the preprocessing and reconstruction of the CT data with up to 40 images per second. The raw data memory is 1000 Gbyte.

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8. Cooling System:

Built in water-to-water heat exchanger for the dissipation of heat loss generated in the gantry to an environmentally friendly cooling water circulation system. This optimizes system availability independently of the ambient conditions. System operating temperature: >5°C degrees C, 15 - 85 % rel. humidity (not condensing). Operating atmospheric pressure is 70-106 kPa

9. syngo User Software:

syngo features an intuitive and thus easy-to-learn user interface developed from prototypes in close cooperation with users. syngo visualizes the examination in individual process steps on so-called task cards, such as patient registration or examination card. A large number of functions and input parameters as well as the language used can be selected according to individual requirements. Frequently repeated processes can be automated and saved.

Patient registration:

The system can accept patient data in different ways. These include entering the data via keyboard or transfer of a worklist via network. DICOM Worklist: Software module for accepting lists of patient data and exam requirements from a Radiology Information Systems (RIS) via DICOM Get Worklist functionality. The program enables very efficient working and ensures consistent patient data. In emergency cases, fast registration is possible. Here the system automatically assigns an emergency number which can later be replaced by the actual patient number. The input profile can be designed individually.

Examination card:

SOMATOM Definition is delivered with a large number of predefined examination protocols (e.g. for pediatric applications), making examination planning a very fast and efficient procedure. Example: A three-phase examination of the liver available as independent protocol only needs to be adapted to the patient's individual situation. Each examination is represented pictorially as a so-called "chronicle", which views the individual phases of the examination separately. This has the advantage that the individual phases of the

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examination can be accessed quickly and selectively and changes to the protocol can be made easily in graphical mode via drag-and-drop using the mouse. With a so-called routine window, it is possible to adapt individual examination parameters, representing a submenu of the essential parameters and giving information at a glance about the parameterization of the examination.

WorkStream4D: 4D workflow with direct generation of axial, sagittal, coronal, or double-oblique images from standard scanning protocols. Elimination of manual reconstruction steps. Reduction of data volume up to a factor of 10, since virtually all diagnostic information is captured in 3D slices.

Viewing card:

On the viewing card it is possible to move interactively with the mouse through the image volume of the ongoing examination. The images of different examinations can be displayed simultaneously for comparison. A large number of functions are available for evaluation, documentation and archiving.

Filming card:

A virtual film sheet shows a 1:1 display of the film sheets to be printed out, thus enabling an effective preview of filming jobs and rewindowing of the images, as well as providing a large number of evaluation functions. Layout changes are possible interactively with up to 64 images. The printout parameters for the autofilming process running in parallel to acquisition or reconstruction are also defined with the filming card. Freely selectable positioning of images onto film sheet, configurable image text.

3D card:

Secondary reconstruction calculation: Real-time MPR for real-time reformatting of secondary reconstructions. Slice orientation: coronar, sagittal, oblique and double-oblique. Secondary reconstructions can be determined from the topogram, other MPR views or from a 3D surface reconstruction. Reconstruction with selectable slice thickness.

Siemens Medical Solutions USA, Inc.

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syngo VRT (Volume Rendering Technique): Advanced 3D application package for the optimal display and differentiation of different organs through independent control of color, opacity, and shading in up to 4 tissue classes.

CT Angio: Software for the reconstruction of angular projections from the images of a spiral data record for the display and diagnosis e.g. of aneurysms, plaques, stenoses, vascular anomalies or vascular origins. MIP: Maximum Intensity Projection, MinIP: Minimum Intensity Projection and Thin MIP available. Interfering or irrelevant parts of the image can be eliminated with the integrated volume editor. The angular projections are reconstructed around a definable axis, whereby the maximum CT values in this direction are selected for each angular projection. The resulting images can be viewed with the CINE function as a series of images with a 3D image effect.

3D Display: Software for the three-dimensional display of surfaces of a body region from a series of continuous slices, for display and analysis of complex anatomies, e.g. the visceral cranium, pelvis, hips, for the purpose of planning surgical interventions. The 3D objects can be tilted and rotated interactively on the monitor and can also be displayed in relation to multiplanar reconstruction (MPR).

Volume card: Volume scans of tissues and organs, based on a "region-growing" algorithm and interactive ROI definition.

DynEva card: Software for dynamic evaluation of the contrast enhancement in organs and types of tissues, enabling the reconstruction of

- Time-density curves (up to 5 ROIs)
- Peak-enhancement images
- Time-to-peak images.

Video Capture and Editing Tool: Software contains integrated solution for imaging and

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visualization of 4D information, allowing the generation and editing of video files for improved diagnoses, recording and teaching. A wide range of multimedia formats is supported, e.g. AVI, Flash (SWF), GIF, QuickTime (MOV), streaming video.

Additional task cards available as an option.

10. Examination and Evaluation Functions:

Topogram: Scanning perspectives: a.p., p.a., lat.; length of scan field: 128 – 2000 mm, width of scan field: 512 mm, 2.0 – 21 s. The topogram can be switched off manually when the desired examination length is reached.

Tomogram: Scan field size: 50 cm. Standard scan times: 0.33, 0.5 and 1 seconds. Slice thickness in sequence: 0.6, 1, 1.2, 1.8, 2, 2.4, 3, 3.6, 4.8, 5, 6, 7.2, 9, 9.6, 10, 12, 14.4, 28. 2 mm. Slice thickness in spiral: 0.6, 0.75, 1.0, 1.5, 2, 3, 4, 5, 6, 7, 8, 10 mm. Real-time image display. Immediate image reconstruction and display without time delay simultaneously to data acquisition in 512 x 512 matrix size.

Spiral: Scanning technique for continuous volume scans with continuous table feed in multirotation mode. Max. scan time 100 seconds with full low-contrast resolution. Volume length 197 cm with full low-contrast resolution. Selection of the pitch factor between 0.45 and 2.0 depending on scan mode. Selection of up to 19 separately parameterizable examination ranges in a patient protocol. In addition individual anatomic sections can be successively combined and then scanned automatically. Storage of up to 10, 000 examination protocols. Rotation times/cycle: 0.33 sec, 0.5 sec and 1 sec.

Dynamic: Program for functional dynamic examinations. Serial scanning technique in one slice position with variable scan cycle times.

Serio sequential examination without table feed: Up to 100 scans in uninterrupted,

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continuous sequence without table feed. Scan cycle time: 0.75 – 60 seconds.

Multiscan spiral examination without table feed: Continuous multirotational data acquisition in one slice position. Quantitative evaluation and graphical display of time-density curves.

WorkStream4D with Asynchronous Recon: 4D workflow with direct generation of axial, sagittal, coronal, or double-oblique images from standard scanning protocols. Elimination of manual reconstruction steps. Asynchronous Recon allows for multiple image reconstructions and reformats, parallel to scanning. With this feature, up to eight reconstruction job requests can be loaded into a scan protocol. Immediately upon completion of the scan acquisition, these reconstruction jobs are automatically executed in the background without delaying the start of next patient examination.

Image reconstruction and storage: Image reconstruction in full resolution (512 x 512 matrix) takes place during the examination with up to 40 images per second, with full cone beam reconstruction, z-Sharp Technology and full image quality. Reconstruction fields of 5 cm to 50 cm through raw data zoom with the possibility of freely selecting the image center either prospectively before each scan or retrospectively. Reconstructions of different slice thicknesses from a single raw data record, e.g. lung soft tissue and lung high-contrast with CombiScan, with simultaneous suppression of partial volume artifacts. Up to 8 reconstructions per scan range can be predefined with the examination protocol. Patient-related storage of the image and raw data.

Image display: 1024 x 1024 display matrix; screen splitting configurable up to 64 image segments; CT value scale from -1024 to +3071 HU. For very dense objects, the CT value scale can be extended from -10240 to +30710 HU (extended CT scale) e.g. for suppressing metal artifacts.

Image evaluation: Complete software-controlled image evaluation program for all diagnostic requirements.

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CINE Display: Dynamic display technique for the visualization of time or volume series. A series of up to 1024 images can be displayed at a frame rate of at least 30 f/s. Automatic or interactive mouse-operated control.

Multitasking functions: Simultaneous processing during operation of the scanner.

Real-time Display: Image reconstruction in pace with the examination in full image quality (512 x 512 matrix) with up to 40 images/second (with full cone beam reconstruction and z-Sharp Technology).

Metro Display: Simultaneous display, processing and evaluation of images from other patients while the current patient is being scanned.

Metro Documentation: Simultaneous documentation of images from any previously examined patient while the current patient is being scanned.

Metro Copy: Automatic transfer of image data to the syngo CT Workplace (optional) or a DICOM network node.

11. Network Module:

For the connection to a local Ethernet (10, 100 Mbit or 1-Gigabit) in order to communicate with networked printers, diagnostic and therapy workstations, RIS or HIS systems and teleradiology routers.

Scope of functions:

- Configurable network stations.
- Unlimited selection of stations.

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- DICOM Standard (Digital Imaging and Communications in Medicine) for the transfer of information between DICOM-compatible units from different manufacturers. The scope of functions is described in detail in the DICOM Conformance Statement, and the standard version comprises the functions Send/Receive, Query/Retrieve and BasicPrint, Worklist, Storage Commitment, MPPS (Modality Performed Procedure Step).

12. CARE Solutions:

UFC Detector: Up to 30% dose reduction compared to conventional CT detectors. High efficiency for low mAs requirements enable

best possible image quality with low patient dose.

CARE Filter: Specially designed X-ray exposure filter installed at the tube collimator. Up to 25% dose reduction with increased image quality.

Pediatric Protocols: Special examination protocols with 80 kV and a large range of adjustable mAs values for optimum adaptation of the radiation exposure to the age and weight of the child to be examined.

CARE Topo: Real-time topogram, Manual interruption possible once desired anatomy has been imaged.

CARE Bolus: Operating mode for CM-enhancement triggered data acquisition. The objective is optimum utilization of the contrast medium bolus in its "plateau" phase in the target organ. This option has been especially adapted to the increased speed and timing requirements resulting from the multirow capability and faster rotation. The CM enhancement is observed via monitoring scans in a user-defined ROI with a trigger threshold. As soon as the enhancement reaches its predefined threshold, the spiral scan is

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triggered as quickly as possible. License for software use on one modality.

CARE Dose4D: This software feature provides automatic, real-time x-ray dose management for all scan modes. The minimal x-ray dose level needed to obtain optimal image quality is determined from extensive computer analysis of the Topogram image and also from the data collected during every slice scanned, on a real time basis. This automatic approach ensures optimal image quality at the lowest possible x-ray dose. CARE Dose4D uses at first a automated adjustment of the dose level depending on patient size based on the attenuation values obtained from the standard topogram along the patient axis. In addition CARE Dose4D uses a real-time adaptation of the tube current during the scan based on the actual attenuation of the X-ray beam measured around the patient. Up to 2,320 projections are evaluated per second to optimize the mA level instantaneously. In combination with the extreme adjustment speed of the tube current, CARE Dose4D ensures consistent high quality images in every anatomical position. And that's at anytime with the minimal possible X-ray dose.

Several clinical benefits are achieved with CARE Dose4D:

- Significant x-ray dose reduction (up to 68 %) possible for all body regions scanned compared with standard sequence or spiral scanning;
- Consistent, optimal image quality with the x-ray dose level unique for every patient and for every anatomical region;
- Thinner axial slices and/or longer scan ranges possible because of reduced tube loading;
- Ultra-low dose examinations for pediatric patients.

13. Siemens Remote Service:

Siemens Remote Service (SRS) offers a wide range of medical equipment-related remote services resulting in increased system availability and efficiency. SRS employs sophisticated authentication and authorization procedures, state-of-the-art encryption technologies and logging routines together with strictly enforced organizational measures that provide optimal

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patient data security and access protection. The following SRS services are included for all service agreement customers and during warranty period:

Remote Diagnosis & Repair: In case of an unforeseen system malfunction, Siemens competent experts may directly connect with the CT system in order to identify the problem quickly. Moreover the remote repair function enables Siemens to often correct software errors immediately. Should an engineer on site be required, Remote Diagnosis & Repair allows Siemens to identify defective parts efficiently and accelerate their delivery, thereby keeping repair times to a minimum.

Event Monitoring: Event Monitoring proactively screens the performance of the system. If a parameter deviates from a predefined value, a status message is automatically sent to the Siemens UPIME Service Center. Service engineers evaluate the status message at periodic intervals and initiate appropriate action within the scope of your service agreement.

SOMATOM LifeNet: An information and service portal directly at the CT Scanner consoles, featuring up to date information on CT products, application guides, accessories and training schedules as well as download of the latest scan protocols and 90 day free trial licenses on available software

applications.

Notes on software use: Use of the entire integrated software, including optional software programs, is restricted exclusively to the application with this system.

Note: This product is in compliance with IEC60601-1-2 and fulfills CISPR 11 Class A. Note: In a domestic environment this product may cause radio interference in which case the user may be required to take adequate measures.

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1	14402850	ELEVATE Definition	
1	14402882	Cover set Satin White	
	04431248	Keyboard English	
1	04417908	Hose pipe 30 m	
1	14402889	Cable loom 25 m	
1	14402919	Table Side Rails	
1	14402920	HeartView Dual Source CT	

The option supports prospective ECG-triggered sequence scanning and retrospective ECG-gated spiral scanning to obtain CT images of the heart in defined phased of the cardiac cycle. The ECG signal used for gating the CT images is acquired by an integrated ECG

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<p>device. The ECG signal is displayed on the gantry front cover and the scan interface. Dual Source acquisition mode with single segment reconstruction enables heart-rate independent temporal resolution of 82 ms (factor 2 higher than single source acquisition with same parameter). Down to 41 ms temporal resolution combining HeartView DSCT acquisition with robust 2-segment reconstruction. With prospective ECG-triggered sequence scanning, quick scans are triggered by ECG signals. Retrospective gating is based on a continuous spiral scan with simultaneous ECG recording. The cardio spiral reconstruction allows volume imaging in selectable phases of the cardiac cycle. With retrospective ECG-gated spiral scans the ECG signal can be edited for improved image quality in the case of severe arrhythmia. A dedicated "Preview" tool enables the planning of the volume reconstruction during an optimal cardiac phase on the basis of axial single slices.</p> <p>Adaptive ECG-synchronized dose modulation (pulsing) allowing for optimal dose savings of up to 50% compared to single source CT scanners. Advanced irregular and ectopic heartbeat detection algorithm.</p>			
1	14403008	ECG cable IEC2 #D	
<u>SOMATOM Definition - Local</u>			
1	CT_STD_RIG_INST	CT Standard Rigging and Installation	

This quotation includes standard rigging and installation of your CT new system.

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Standard rigging into a room with reasonable access, as determined by Siemens Project Management, during standard working hours (Mon. – Fri./ 8 a.m. to 5 p.m.)

It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents.

Any special rigging requirements (Crane, stairs, etc.) and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer.

All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.

1	CT_STD_DEINSTALL	CT Standard De-Installation	
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1	CT_EXP_EDU_DEF_PKG	CT Expert Education Package - Definition	
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eXpert Education Package Offerings for the Definition

The eXpert Education Package for the Definition includes the basic eXpert Education Package for new product purchases which includes:

Customer Course- Tuition for 2 attendees for CT customer courses at a Siemens training center. The courses are targeted to give the new user a solid base for understanding syngo principles and the basic operation of the scanner or an intermediate or experienced Siemens customer a more comprehensive understanding of syngo and advanced options. The courses use simulated scanning combined with lecture and presentations.

On-Site - Thirty two (32) hours (not including travel time) of on-site imaging of patients using standard clinical scanning protocols, to familiarize Technologists (select up to 4 for training) with the operation of the system within the clinical routine.

On-Site - Thirty two (32) hours (not including travel time) of on-site imaging of patients using

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standard clinical scanning protocols, to familiarize Technologists (select up to 4-6 for training) with the operation of the system within the clinical routine. Combined with the initial thirty two (32) hours of on-site Applications from the eXpert package this allows for 2 consecutive weeks (64 hours) of Applications for the initial Applications Visit.

On-site - Thirty two (32) hours (not including travel time) of on-site imaging of patients using standard clinical protocols, to familiarize Technologists and/or Physicians (select up to 3 for training) with the Advanced Clinical options. An Advanced Applications Specialist will conduct this Applications Visit which is targeted for advanced training of the user's who have been involved in the eXpert Education program starting with the initial twelve hours pre-training, one of the initial thirty two (32) hour Application Visits and attendance at a Siemens customer course.

Follow-up - Eighteen (18) hours (not including travel time) general, on-site follow-up applications visit to address open questions and assist in optimizing workflow. This training should focus on advanced options with the same Technologists from the Education visit.

Web Training- All Web/CD education courses offered by Siemens on SOMATOM Life and in Siemens Medical Academy. Courses may be used for increased understanding of basic syngo principles and advanced options.

Uptime - Supported by Siemens Applications Specialists from 8:00 am to 8:00 pm Eastern Standard Time Monday through Friday. This support provides quick response to your critical and urgent applications questions. This is good during the warranty period and/or service or education contract period.

Life- LifeNet available from your scanner to obtain up to date information on Siemens CT products and options as well as education offerings

* Note: All offerings must be completed within twenty four (24) months of purchase.

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4	CT_TRAVEL_LODGE	Travel & Lodging to Training Center	
<p>Expenses are covered for one (1) attendee for; one economy airfare and up to 4 nights lodging at a Siemens designated hotel. All travel must be arranged through a Siemens designated travel agency. Lunch will be provided daily. Transportation, breakfast and dinner are the responsibility of the attendee. This travel package is for travel to/from a Siemens sponsored training center only (Cary, NC, Hoffman Estates, IL, Salt Lake City, Utah). It does not cover travel to clinical sites.</p>			
1	CT_CT8CARD_TECH	CT Cardiac for MultiSlice Course	

Cardiac CT imaging with Multislice:

This two-day course is designed for Technologists. The course will emphasize the principles, clinical applications, and latest advances of cardiac CT imaging. It is intended to assist you in applying protocol techniques, enhancing your post-processing practice skills, and providing you with current and future developments.

The course format is a combination of lectures, video demonstrations of the entire scanning procedure and 3D post-processing hands-on sessions.

The classroom setting provides an optimal environment for learning without distractions and many opportunities for questions and answers.

*Includes registration, tuition, lunch, and course materials. *

*NOTE: Expenses for travel, lodging, meals and other expenses are not included. Travel and lodging may be purchased separately.

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2 CT_HNDS_FLW_PHYS Hands-On Fellowship for Physicians

Three (3) - five (5) days of clinical training for one (1) physician at a Siemens approved clinical site. For Cardiac based fellowships the Physician will learn the fundamentals of Multislice CT, basic CTA including CTA protocol management as well as essential 3D post processing programs.*

For multi-slice / advanced option based fellowships the Physician will either learn about Colonography (patient prep, patient scanning protocols on multi-slice, and post processing to include image review), or LungCare (patient preparation, protocols, image visualization).*

*NOTE: Expenses for travel and lodging are not included and may be purchased separately

2 CT_CARD_WSH_PHYS Cardiac Workshop for Physicians

Cardiac Workshop for Physicians

Two (2) - Three (3) days of clinical training for one (1) Physician at a Siemens clinical site hosting a Cardiac educational event or at a Siemens Training Center. Cardiac CTA training workshops are an essential part of three levels of training for Cardiac procedures. Cardiac workshops will introduce the Physician to Cardiac CTA examination process. The courses will include lectures on patient selection and preparation, scanning and contrast enhancement protocols, post processing data sets, and interpretations. Hands on experience with workstations are usually included in all Cardiac training events.*

*NOTE: Expenses for travel and lodging are not included and must be purchased separately.

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1	CT_CARD_APPL	Add'l Appl.Training Cardiac Option	
18 (eighteen) hours general, on-site Applications training to include basic or advanced training on the Cardiac option. Extent and objective of training will be determined prior to the training event.			
Note: This additional 18 hours of on-site Applications is mandatory for customers who purchase the Cardiac Package for Heartview.			
1	CTINST	Start-up and Warranty by Kraus for CT	
1	CT_ADDL_RIGGING	Epoxy Floor Leveling Kit @ \$1,300	
1	CT_MISC_MATERIAL	Biomed Training for 2 engineers @ \$34,000	
1	CT_ADDL_RIGGING	Out of Scope Rigging \$2600	

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1	14402814	CT Neuro Engine	\$40,000

syngo® Neuro Perfusion CT

The application allows the quantitative evaluation of dynamic CT data of the brain.

It mainly aids in:

- Early differential diagnosis of acute ischemic stroke.
- Imaging of blood brain barrier disruption in brain tumors. By providing images of Cerebral Blood Flow (CBF), Cerebral Blood Volume (CBV), Time-to peak and Multi-Parameter Classification from one set of dynamic CT images, Perfusion CT allows a quick and reliable assessment of the type and extent of cerebral perfusion disturbances. Perfusion CT supports simultaneous multislice processing as well as the stringent time and workflow requirements in an emergency setting where time is of the essence. The additional capability to generate permeability images of brain tumors may enhance the physician's ability to grade tumors, plan biopsies and monitor therapy.

General

- Predefined scan protocols for fast dynamic multislice data acquisition after i.v. injection of a compact bolus of iodine contrast*
- Immediate evaluation on a separate syngo task card
- Intuitive multislice image paging function and interactive movie for visual inspection of input data

Evaluation

- Automatic multislice segmentation of brain parenchyma
- Automatic reference vessel identification
- Automatic midline calculation
- Fast simultaneous multislice calculation of perfusion parameter images:

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– Vessel-enhancing temporal

MIP image

– Cerebral Blood Flow (CBF) image

– Cerebral Blood Volume (CBV) image

– “Time-to-start” image (image of bolus arrival time)

– “Time-to-peak” image (image of bolus peak time)

– Optional normalization of CBF and CBV images to standard values in the non ischemic hemisphere

• Optimized color display of these images including image type dependent multislice windowing

• ROI measurement with calculation tools of mean value and standard deviation for detailed analysis of specific ischemic areas

• Mirroring of the ROIs about the midline incl. output of the ratio of mean values (left/right comparison)

Multi-Parameter Tissue Classification (MPTC)

Multi-Parameter Tissue Classification is an advanced ROI that supports the visualization of the CBF/CBV mismatch. This can help to estimate the extent of non-viable brain tissue and tissue that is still viable, but at risk to infarct without therapy.

Documentation

• Storage of all result images in the database

• Direct copy to filming platform

Brain Tumor Perfusion

• Additional imaging of extravascular leakage

• Dedicated algorithm allows blood brain barrier imaging in 40 s

• Identical workflow as Perfusion CT

* *Not applicable for syngo MultiModality Workstation*

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syngo® Neuro DSA CT

syngo® Neuro DSA CT is a dedicated postprocessing application which allows removing bone structures from CT-Angiography (CTA) datasets for improved visualization of the cerebral vasculature. It uses an additional nonenhanced CT (NECT) scan with the aim to automatically and quickly remove bone from cerebral CTA data.

The algorithm works completely automatically and makes this application easy to use.

This improves visualization of vascular structures in the area of the skull base and helps to delineate aneurysms and other vascular diseases.

The application computes a bone subtracted volume dataset maintaining all information about

vascular and soft tissue structures for further processing. The result of the application is a new CTA volume without bones but maintaining all other information for further processing in the Neuro DSA (Digital Subtraction Angiography) CT application or any other suitable application.

Workflow

- The completely automated algorithm makes this application easy to use
- The NECT dataset can either be reconstructed from a standard spiral CT scan acquired for diagnostic purposes or from an additional low dose NECT scan
- CTA dataset will be loaded first, followed by either a volume dataset without contrast media (NECT) or a calculated dataset (Neuro DSA dataset)
- Calculation subtracts both scans
- During evaluation, toggling between CTA dataset and Neuro DSA dataset is possible

Image display

- Display settings in VRT and MPR modes (thick and thin MPR, MIP, thin MIP) are supported

Documentation

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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

ST FRANCIS HOSPITAL

114 WOODLAND STREET

HARTFORD, CT 06105

PROPOSAL REFERENCE

Proposal: 1-5M872W Date: 3/24/2006

OPTIONAL Items for System Quote #1-5M8ITT (not included in contract total)

Qty	Part #	Description	Extended Net Price
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- syngo filming and saving can be used to save result images in the database

The application computes a bone subtracted volume dataset maintaining all information about

vascular and soft tissue structures for further processing. The result of the application is a new CTA volume without bones but maintaining all other information for further processing in the Neuro DSA (Digital Subtraction Angiography) CT application or any other suitable application.

1	14403008	ECG cable IEC2 #D	\$0
1	14402815	CT Cardiac Engine #D	\$231,000

A CT Cardiac Engine offers you the complete solution for cardiovascular CT imaging.

From scan to diagnosis, your CT Cardiac Engine covers everything you need to achieve a streamlined cardiovascular workflow. State-of-the-art ECG synchronized acquisition, image reconstruction techniques and intuitive ECG editing to exclude extra beats before image reconstruction ensure optimal image quality. The lowest possible dose for your patients' safety is guaranteed with intelligent adaptive ECG-pulsing. An innovative, dedicated cardiovascular imaging user interface simplifies your daily workflow and ensures highest throughput. syngo will help you deliver excellent diagnostic outcomes with dedicated software solutions to cover the entire field of cardiovascular imaging. From vascular analysis with accurate stenosis measurement to stent planning. From cardiac morphology to coronary artery stenosis measurement to functional analysis concluding in a comprehensive report, turning data into a diagnostic outcome within minutes.

Scanner Solutions:

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- Fastest available rotation time with 0.33 sec rotation delivers the highest temporal resolution and fastest volume coverage.
- z-Sharp Technology ensures you the industry's highest spatial resolution of less than 0.4 mm for exceptional visualization of the complex coronary and vascular anatomy.
- HeartView DSCT provides Siemens proprietary ECG-gated acquisition and reconstruction techniques to ensure optimal cardiac image quality.
- Fully integrated ECG device facilitates both prospective triggering and retrospective gating, plus ECG-pulsing for maximum dose reduction in cardiac exams.
- New adaptive ECG-pulsing allows even further dose reduction, even in patients with irregular heart rates.
- Intuitive ECG editing tool allows to adapt for extra beats in arrhythmic situations ensuring optimal retrospective image reconstruction.
- CARE Dose4D delivers the highest possible image quality at the lowest possible dose for all vascular exams – maximum detail, minimum dose.

syngo solutions:

General workflow

- Direct 3D reconstruction from raw data delivers you the best possible image quality in the
- shortest possible time
- Intuitive Cardiac UI for ECG-gated acquisition and reconstruction.
- Concurrent multiphase reconstructions within one recon job brings exceptional speed into
- your cardiac workflow.
- Fast data transfer to the syngo workplace of your choice.

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Qty	Part #	Description	Extended Net Price
Cardiac Evaluation			
-		syngo Calcium Scoring and syngo Circulation – a complete guided cardiac evaluation in under 10 minutes.	
-		Fast loading of multiple cardiac phases.	
-		Standard angiographic projections with free 3D rotation and automated heart isolation.	
-		1-click segmentation of the coronary tree.	
-		Guided quantitative coronary assessment – identify, quantify and report calcified / noncalcified lesions with fully integrated stent planning.	
-		Fully automated cardiac function evaluation – robust measurement of ES, ED, EF and stroke volume.	
-		Automatically updated cross-sectional view of the vessel (IVUS View).	
-		Cine display and recording of cardiac phases facilitates myocardium and valve evaluation.	
-		Automated calcium scoring (Agatston Score, volume and mass) for lesions of the main branches. Flexible, intelligent reporting including DICOM structured report and various output formats, e.g. PDF, HTML.	
Vascular Evaluation			
-		syngo InSpace4D with Advanced Vessel Analysis	
-		exceptional speed and image quality for quantitative vascular diagnosis and planning of	
-		intervention.	
-		Advanced vessel analysis with 1-click segmentation, automated center line and semi automated stenosis quantification including automated exclusion of calcium and stents.	

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Qty	Part #	Description	Extended Net Price
		<ul style="list-style-type: none"> - Advanced bone removal with 1-click segmentation of bony structures plus bone transparency mode. - Robust measuring tools in 2D and 3D. - Simultaneous loading of 2 datasets for parallel display and improved follow-up. 	
1	14402934	CT Oncology Engine #D	\$123,200

A Siemens CT Oncology Engine offers you the complete solution for CT imaging in diagnostic oncology and early visualization of cancer.

Our CT Oncology Engine offers you a unique combination of the most innovative scanner and syngo solutions for diagnostic imaging, evaluation, and follow-up in your diagnostic oncology setting. Our intuitive syngo computer assisted reading tools combined with intelligent evaluation and automated follow-up afford you a new level of confidence for preventive care, staging, and follow-up exams. Comprehensive tumor perfusion enables a fast and easy visualization of tumor enhancement and aids you in differentiating tumors. Image Fusion provides an additional perspective for viewing images by combining anatomical and functional information acquired from different imaging modalities.

Scanner Solutions:

- z-Sharp Technology offers you the highest possible spatial resolution for accurate visualization of tumors and other lesions.
- CARE Dose 4D delivers the highest possible image quality at the lowest possible dose for all your preventive care exams in a fully automated workflow – maximum detail, minimum dose.

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syngo solutions:

General workflow

- Direct 3D reconstruction from raw data delivers you the best possible image quality in the shortest possible time.
- Fast data transfer to the *syngo* workplace of your choice.
- Dual monitor option is available to support your diagnostic oncology and follow-up workflow.

Early Detection

syngo Colonography with PEV and *syngo* Lung CARE CT with NEV are state-of-the-art clinical application solutions incorporating computer assisted reading tools for quantitative evaluation of colon and lung lesions.

Colon

- High quality visualization of colon lesions in 2D and virtual colonoscopy views.
- Early visualization of extra colonic findings – useful for staging procedures.
- Direct 3D automated measuring tools.
- Real-time synchronization of prone and supine exams.
- Automated marking of unseen areas.
- Simultaneous computer assisted reading of prone and supine exams, as a second reader.

Lung

- High quality visualization of lung lesions in 2D and 3D.

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- Automated 3D measuring of lesion volume.
- Fully automated follow-up with simultaneous viewing of previous and current exam.
- Computer assisted reading – a second reader tool for enhanced diagnostic confidence.

Differential Diagnosis and Staging

Achieve excellent functional imaging with *syngo* Body Perfusion CT and *syngo* Image Fusion.

- Intuitive tumor perfusion enables fast and easy visualization of tumor vascularization profile and aids in differentiating primary tumors.
- Fusing images from PET or SPECT with high resolution CT images facilitates better localization and assists in therapy planning.

Follow-up

- *syngo* Body Perfusion CT facilitates visualization of changing perfusion profiles following treatment.
- *syngo* LungCARE CT offers a dedicated follow-up workflow with automated nodule matching and growth curve calculation.

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Qty	Part #	Description	Extended Net Price
1	14402844	syngo CT.3D #MM	\$110,000

syngo CT.3D offers you flexibility to configure a workplace or multiple workplaces in addition to your *syngo* acquisition workplace. *syngo* CT.3D is a unique, powerful workflow solution designed for maximum speed and efficiency for image reconstruction, reformatting, and post processing. It combines the flexible tools you need to handle high exam volumes, large datasets, and faster scan times for interactive *syngo* 2D, 3D, and 4D image processing. A multi-modality configuration is your gateway to the world of CT Clinical Engines. You can configure your CT and your *syngo* MultiModality workplaces with one or more CT Clinical Engines, according to your clinical needs. What's more, you can choose from our comprehensive portfolio of *syngo* clinical application solutions for MR, molecular imaging, conventional angiography, and radiation therapy planning. The ultimate flexibility across your entire radiology environment. *syngo* CT.3D – your gateway to a more efficient clinical workflow.

syngo CT.3D (multimodality configuration) has the following standard configuration:

syngo MultiModality Workplace

19" (48 cm) monitor

2 GB Volume Pro Graphics Accelerator

syngo 3D Basic

syngo VRT

syngo Fly Through

syngo InSpace4D

syngo Volume Calculation

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syngo Dynamic Evaluation

This workplace can be further configured with CT Clinical Engines, individual *syngo* CT and *syngo* Multimodality applications.

1	14403041	Keyboard English #MMWP	\$0
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SIEMENS

Quote

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FINANCING:

The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

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Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless Seller specifically agrees to any such provision in a writing signed by Seller. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all damages, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1 1/2% per month, not to exceed the maximum rate allowed by law, shall be paid on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's default for late payment. In addition, in the event that

Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due to or pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Upon Installation or Completion. Should any special terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Default. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Seller; (iii) a default by Purchaser or any affiliate of Purchaser under any other obligation to or agreement with Seller, Siemens Financial Services, Inc. or Siemens Medical Solutions Health Services Corporation, or any assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection or realization by Seller on the Products.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller or its authorized agent or subcontractor, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller or its authorized agent or subcontractor, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation by Seller or its authorized agent or subcontractor.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of Seller's reasonable cancellation charges not to exceed 25% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller will make every effort to complete shipment, and installation where indicated, but shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Unless otherwise set forth in the quotation or in a separate Warranty Statement covering the Products to be provided by Seller, the warranty period shall commence on the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable.

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10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgement, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, except as specifically stated in writing, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that the Purchaser's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Warranty service will be provided without charge during Seller's normal working hours (8:30-5:00), Monday through Friday, except on Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates.

SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR THAT WHICH MAY BE PROVIDED IN A SEPARATE WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except for rigging charges which shall be the responsibility of Purchaser.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the

obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. If a trade union, or unions, prevents Seller from performing the above work, the Purchaser shall make all required arrangements with the trade union, or unions, to permit Seller completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, permits and approvals, the same shall be performed or procured by Purchaser at Purchaser's expense. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements are met. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by other than Seller authorized personnel, Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold

Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS/LICENSE

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

18.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

19. GOVERNING LAW

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES

23.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

24. RIGHTS CUMULATIVE

24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION

25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

08/05 Rev.

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions
Health Services Corporation

Siemens Medical Solutions
Ultrasound Division

Software License Schedule to The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

1. DEFINITIONS: The following definitions apply to this Schedule: "Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

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"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

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Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

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